

Trustee's Deed Upon Sale
1 | Page

Recording requested by:

When recorded mail to:

Aurora Loan Services
10350 Park Meadows Dr.
Littleton, CO 80124

THIS IS TO CERTIFY THAT THIS IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL RECORDED IN THE OFFICE OF THE COUNTY

RECORDING FEE: \$11.00

RECORDED ON: December 21, 2009

AS DOCUMENT NO: 09-33209

BY: s/ Keli Tune

LSI TITLE COMPANY (CA)

Forward tax statements to the address given above

Space above this line for recorder's use

TS # CA-09-307644-CL

Order # 090603211-CA-LPO

Trustee's Deed Upon Sale

A.R.N.: 058-152-005

Transfer Tax: \$0.00

The undersigned grantor declares:

The grantee herein IS the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: \$552,078.98

The amount paid by the grantee at the trustee sale was: \$552,078.98

The documentary transfer tax is: None

Said property is in the City of: AMERICAN CANYON, County of NAPA

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT and CONVEY** to

Aurora Loan Services, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of NAPA, State of California, described as follows:

LOT 51, AS SHOWN ON THE MAP ENTITLED, "OCEAN VIEW ESTATES UNIT NO. 1", IN THE CITY OF AMERICAN CANYON, COUNTY OF SOLANO, STATE OF CALIFORNIA, FILED FOR RECORD JUNE 18, 1991, IN BOOK 18 OF MAPS, PAGES 58 THRU 61, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **MARTIN AURELIO AND MARILIZA AURELIO, HUSBAND AND WIFE, AS JOINT TENANTS**, as trustor, dated 4/13/2007, and recorded on 4/24/2007 as Instrument number **2007-0013775**, in Book **xxx**, Page **xxx** of Official Records in the office of the Recorder of **NAPA**, California, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 8/19/2009, Instrument no 09-21824, Book **Page**, of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election

Exhibit

Trustee's Deed Upon Sale

2 | Page

to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

Default occurred as set forth in a Notice of Breach and Election to Sell which was recorded in the office of the Recorder of said County.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Breach and Election to Sell or the personal delivery of the copy of the Notice of Breach and Election to Sell and the posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on 12/14/2009 at the place named in the Notice of Sale, in the County of NAPA, California, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said trustee the amount being \$652,078.98 in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

Date: 12/16/2009

QUALITY LOAN SERVICE CORPORATION

By:

Karla Sanchez, Assistant Secretary

State of California)
County of San Diego)

On 12.17.09 before me, Michelle Nguyen a notary public, personally appeared Karla Sanchez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify, under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Michelle Nguyen

(Seal)



THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**NOTICE TO OCCUPANTS TO VACATE PREMISES
AFTER A MORTGAGE FORECLOSURE SALE**

TO: MARTIN AURELIO

**Property
Address: 204 GISELA DR
AMERICAN CANYON, CA 94589**

AND TO ALL OTHER OCCUPANTS IN POSSESSION

YOU ARE HEREBY NOTIFIED that your right to occupy the real property at the above address has been terminated as the result of the sale of said property by the trustee under a power of sale contained in a Deed of Trust which appeared of record against said property.

You are required to quit and deliver up possession of the above real property to the undersigned, as agent for the owner, within the notice period specified below. In the event you fail to do so you will be deemed to be unlawfully detaining the premises, which will result in commencement of court proceedings against you by the owner to recover possession of the premises, together with court costs and the reasonable rental value of the property for each day of your continued occupancy thereof.

NOTICE

To avoid a lawsuit and the associated expense, it is necessary for you to vacate the above property within **THREE (3) DAYS** after service upon you of this Notice unless you obtained possession of the property as a tenant or subtenant under a lease or rental agreement.

Pursuant to the "Helping Families Save Their Homes Act of 2009" tenants of foreclosed properties are entitled to notice of our client's intent to commence eviction proceedings.

If you are a tenant of this property, we are requesting that you fax or mail the documents below to The Law Offices of Deborah M. Bass (310-248-3846) within 10 days from the date of service upon you of this Notice.

1. A fully executed complete copy of the lease for the subject premises and/or six months of rental receipts;

Fkha b + 10

Exhibit 2

2. A copy of the state issued driver's license or other state issued identification of the tenant occupant identified in the lease; AND
3. Copies of two utility bills for the subject premises.
4. A telephone number to contact you at..

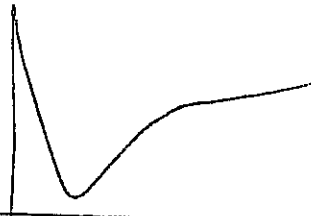
Furthermore, you must contact the undersigned by telephone, mail or fax within **FIVE (5) DAYS** in the event you occupy the property as a tenant or subtenant.

This Notice is authorized pursuant to the provisions of section 1161a (b) (3) of the California Code of Civil Procedure.

PLEASE BE ADVISED THAT WE WILL BE COMMENCING EVICTION PROCEEDINGS NINETY (90) DAYS AFTER SERVICE OF THIS NOTICE IF YOU FAIL TO VACATE THE PROPERTY BY THE END OF THIS PERIOD.

If you should have any questions or concerns, please do not hesitate to contact our office.

Dated: December 18, 2009

By: 
DEBORAH M. BASS, ESQ.
Attorney for Owner

LAW OFFICES OF DEBORAH M. BASS
8961 Sunset Blvd., Suite 2A
Los Angeles, CA 90069
Phone: 310-248-3840
Fax: 310-248-3846

UNDER CALIFORNIA PENAL CODE SECTION 594, EVERY PERSON WHO MALICIOUSLY DAMAGES OR DESTROYS ANY REAL OR PERSONAL PROPERTY NOT HIS OWN IS GUILTY OF VANDALISM.

THIS NOTICE SUPERSEDES ANY AND ALL PRIOR NOTICES SERVED AT THIS PROPERTY.

ENDORSED

JAN 13 2010

Clerk of the Napa Superior Court
By: J. L. GALT
Deputy

LAW OFFICES OF DEBORAH BASS
DEBORAH BASS, ESQ (CA Bar No. 169490)
8961 Sunset Blvd. Suite 2A
Los Angeles, California 90069
Telephone: (310) 248-3840
Facsimile: (310) 248-3846
Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NAPA**

AURORA LOAN SERVICES LLC, a Limited
Liability Company,

Plaintiffs,

vs.

MARTIN AURELIO and DOES 1 through 10
inclusive,

Defendants.

Case No. **20-51203-**

**COMPLAINT FOR UNLAWFUL
DETAINER**

**LIMITED CIVIL CASE
(DEMAND UNDER \$10,000)**

Plaintiff alleges as follows:

1. Plaintiff AURORA LOAN SERVICES LLC, a Limited Liability Company, is,
and at all times mentioned herein has been, a limited liability company qualified to do
business in the State of California.

2. Plaintiff is informed and believes and, on that basis alleges that at all times
mentioned herein, defendants MARTIN AURELIO and Does 1 through 10, inclusive
(collectively, the "Defendants"), were in possession of real property located at 204 GISELA
DRIVE, AMERICAN CANYON, CALIFORNIA 94589 (the "Property").

3. The Property is located in the above Judicial District wherein this action has
been filed.

4. The true names and capacities of Defendant Does 1 through 10, inclusive,

-1-

COMPLAINT FOR UNLAWFUL DETAINER

Exhibit

1 whether individual, corporate, associate or otherwise, are unknown to the Plaintiffs at this
2 time, who therefore sues said Defendants by such fictitious names. Plaintiff will amend this
3 Complaint to allege said defendants' true names and capacities when the same have become
4 known.

5 5. Plaintiff is informed and believes, and on that basis alleges, that each
6 Defendant named in this Complaint is, and at all times mentioned herein was, occupying the
7 Property with the consent of Plaintiff as specified herein.

8 6. Plaintiff AURORA LOAN SERVICES LLC is the owner of the Property,
9 possession of which is sought in this action. Plaintiff has acquired and perfected ownership
10 of and title to the Property at a Trustee's Sale pursuant to and in full compliance with
11 California Civil Code Sections 2924 et seq.

12 7. All applicable statutory provisions of the State of California, including
13 California Civil Code Section 2924 et. seq., have been complied with for the lawful sale of
14 the Property to Plaintiff at a duly noticed and conducted Trustee's Sale under a power of sale
15 contained in a Deed of Trust executed by MARTIN AURELIO, the former owner(s) of the
16 Property. A true and correct copy of the Trustee's Deed Upon Sale is attached hereto as
17 Exhibit 1.

18 8. On or about December 20, 2009, Plaintiff caused to be served on Defendants
19 written Three (3) Day Notice to Quit (the "Notice"), stating that Defendants must quit and
20 relinquish possession of the Property to Plaintiff, in full compliance with all applicable
21 statutory provisions, including Section 1162 of the California Code of Civil Procedure. A
22 true and correct copy of the Notice is attached hereto as Exhibit 2 and incorporated herein as
23 though fully set forth at length.

24 9. More than three (3) days have elapsed since service of the Notice, but
25 Defendants have failed and refused to deliver possession thereof to Plaintiff.

26 10. As a result of the foregoing, Plaintiff is entitled to possession of the Property.
27 Defendants nevertheless continue to unlawfully to occupy the Property without the consent
28

1 and against the will of the Plaintiff.

2 11. As a direct and proximate result of the foregoing, Plaintiff has been damaged
3 in an amount equal to the reasonable rental value of the Property (approximately \$33.33 per
4 day) for each day following the expiration of the Notice that Defendants remain in
5 possession of the Property until the date of judgment herein, together with interest thereon as
6 allowed by law.

7 12. Plaintiff waives any recovery in excess of the jurisdiction of this Court.

8 WHEREFORE, Plaintiffs pray judgment as follows:

9 1. For restitution of the property;

10 2. For an amount equal to the reasonable rental value of the Property
11 (approximately \$33.33 per day) for each day following the expiration of the Notice that
12 Defendants remain in possession of the Property until the date of judgment herein, together
13 with interest thereon as allowed by law;

14 3. For costs of suit;

15 4. For such other, further, or different relief as the Court deems just and proper.

16
17 DATED: January 6, 2010

LAW OFFICES OF DEBORAH M. BASS

18
19 By  _____

20 Deborah M. Bass, Esq.

21 Attorney for Plaintiffs
22
23
24
25
26
27
28

Trustee's Deed Upon Sale

1 | Page

Recording requested by:

When recorded mail to:

Aurora Loan Services
10350 Park Meadows Dr.
Littleton, CO 80124

Forward tax statements to the address given above

Space above this line for recorders use

TS # CA-09-307544-CL

Order # 090603211-CA-LPO

Trustee's Deed Upon Sale

A.P.N.: 058-152-005

Transfer Tax: \$0.00

The undersigned grantor declares:

The grantee herein IS the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: \$552,078.98

The amount paid by the grantee at the trustee sale was: \$552,078.98

The documentary transfer tax is: None

Said property is in the City of: AMERICAN CANYON, County of NAPA

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

Aurora Loan Services, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **NAPA**, State of California, described as follows:

LOT 51, AS SHOWN ON THE MAP ENTITLED, "OCEAN VIEW ESTATES UNIT NO. 1", IN THE CITY OF AMERICAN CANYON, COUNTY OF SOLANO, STATE OF CALIFORNIA, FILED FOR RECORD JUNE 18, 1991, IN BOOK 18 OF MAPS, PAGES 58 THRU 61, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **MARTIN AURELIO AND MARILIZA AURELIO**, HUSBAND AND WIFE, AS JOINT TENANTS, as trustor, dated 4/13/2007, and recorded on

4/24/2007 as Instrument number 2007-0013775, in Book XXX, Page XXX of Official Records in the office of the Recorder of **NAPA**, California, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 8/19/2009, instrument no 09-21824, Book , Page , of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within

Exhibit 7

Trustee's Deed Upon Sale

2 | Page

ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b

Default occurred as set forth in a Notice of Breach and Election to Sell which was recorded in the office of the Recorder of said County.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Breach and Election to Sell or the personal delivery of the copy of the Notice of Breach and Election to Sell and the posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on 12/14/2009 at the place named in the Notice of Sale, in the County of NAPA, California, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said trustee the amount being \$552,078.98 in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

Date: 12/15/2009

QUALITY LOAN SERVICE CORPORATION

By:

Karla Sanchez, Assistant Secretary

State of California)
County of San Diego)

On _____ before me, **Michelle Nguyen** a notary public, personally appeared **Karla Sanchez**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Michelle Nguyen

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**NOTICE TO OCCUPANTS TO VACATE PREMISES
AFTER A MORTGAGE FORECLOSURE SALE**

TO: MARTIN AURELIO

**Property
Address: 204 GISELA DR
AMERICAN CANYON, CA 94589**

AND TO ALL OTHER OCCUPANTS IN POSSESSION

YOU ARE HEREBY NOTIFIED that your right to occupy the real property at the above address has been terminated as the result of the sale of said property by the trustee under a power of sale contained in a Deed of Trust which appeared of record against said property.

You are required to quit and deliver up possession of the above real property to the undersigned, as agent for the owner, within the notice period specified below. In the event you fail to do so you will be deemed to be unlawfully detaining the premises, which will result in commencement of court proceedings against you by the owner to recover possession of the premises, together with court costs and the reasonable rental value of the property for each day of your continued occupancy thereof.

NOTICE

To avoid a lawsuit and the associated expense, it is necessary for you to vacate the above property within **THREE (3) DAYS** after service upon you of this Notice unless you obtained possession of the property as a tenant or subtenant under a lease or rental agreement.

Pursuant to the "Helping Families Save Their Homes Act of 2009" tenants of foreclosed properties are entitled to notice of our client's intent to commence eviction proceedings.

If you are a tenant of this property, we are requesting that you fax or mail the documents below to The Law Offices of Deborah M. Bass (310-248-3846) within 10 days from the date of service upon you of this Notice.

1. A fully executed complete copy of the lease for the subject premises and/or six months of rental receipts;

File by 10/10

2. A copy of the state issued driver's license or other state issued identification of the tenant occupant identified in the lease; AND
3. Copies of two utility bills for the subject premises.
4. A telephone number to contact you at.

Furthermore, you must contact the undersigned by telephone, mail or fax within **FIVE (5) DAYS** in the event you occupy the property as a tenant or subtenant.

This Notice is authorized pursuant to the provisions of section 1161a (b) (3) of the California Code of Civil Procedure.

PLEASE BE ADVISED THAT WE WILL BE COMMENCING EVICTION PROCEEDINGS NINETY (90) DAYS AFTER SERVICE OF THIS NOTICE IF YOU FAIL TO VACATE THE PROPERTY BY THE END OF THIS PERIOD.

If you should have any questions or concerns, please do not hesitate to contact our office.

Dated: December 18, 2009

By: 

DEBORAH M. BASS, ESQ.
Attorney for Owner

LAW OFFICES OF DEBORAH M. BASS
8961 Sunset Blvd., Suite 2A
Los Angeles, CA 90069
Phone: 310-248-3840
Fax: 310-248-3846

UNDER CALIFORNIA PENAL CODE SECTION 594, EVERY PERSON WHO MALICIOUSLY DAMAGES OR DESTROYS ANY REAL OR PERSONAL PROPERTY NOT HIS OWN IS GUILTY OF VANDALISM.

THIS NOTICE SUPERSEDES ANY AND ALL PRIOR NOTICES SERVED AT THIS PROPERTY.

VERIFICATION™
CCP 446, 2015.5

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I am the attorney of record for Plaintiff AURORA LOAN SERVICES LLC, a Limited Liability Company, the Plaintiff in this matter and authorized to make this verification on its behalf as there are no officers, directors or otherwise authorized personnel present in the state and county on the date this verification is made. I have read the foregoing Unlawful Detainer Complaint and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe them to be true.

I, Deborah M. Bass, certify (or declare), under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on January 6, 2010, at Los Angeles, California



DEBORAH M. BASS, ESQ.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number and address): Deborah M. Bass, Esq. SBN169490 8961 W. Sunset Blvd., Suite 2A Los Angeles, CA 90069		FOR COURT USE ONLY		
TELEPHONE NO.: (310) 248-3840 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff <input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD				
SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA STREET ADDRESS: 825 BROWN STREET MAILING ADDRESS: CITY AND ZIP CODE: NAPA, CA 94509 BRANCH NAME: NAPA				
PLAINTIFF: AURORA LOAN SERVICES LLC DEFENDANT: MARTIN AURELIO				
<table style="width: 100%;"> <tr> <td style="width: 15%; vertical-align: top;"> WRIT OF </td> <td style="width: 65%;"> <input type="checkbox"/> EXECUTION (Money Judgment) <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input checked="" type="checkbox"/> Real Property <input type="checkbox"/> SALE </td> <td style="width: 20%; vertical-align: top;"> CASE NUMBER: <div style="text-align: center; font-size: 1.2em;">26-51203</div> </td> </tr> </table>			WRIT OF	<input type="checkbox"/> EXECUTION (Money Judgment) <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input checked="" type="checkbox"/> Real Property <input type="checkbox"/> SALE
WRIT OF	<input type="checkbox"/> EXECUTION (Money Judgment) <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input checked="" type="checkbox"/> Real Property <input type="checkbox"/> SALE	CASE NUMBER: <div style="text-align: center; font-size: 1.2em;">26-51203</div>		

1. To the Sheriff or Marshal of the County of: **NAPA**

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accord with CCP 699.080 or CCP 715.040.

3. (Name): **Aurora Loan Services LLC, a Limited Liability Company**

is the ☒ judgment creditor ☐ assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name and last known address):

MARTIN AURELIO
204 GISELA DRIVE
AMERICAN CANYON, CA 94589

ALL UNNAMED OCCUPANTS
204 GISELA DRIVE
AMERICAN CANYON, CA 94589

☐ Additional judgment debtors on next page

5. Judgment entered on (date): **FEB - 5 2010**

6. ☐ Judgment renewed on (dates):

7. Notice of sale under this writ

- a. ☒ has not been requested.
 b. ☐ has been requested (see next page).

8. ☐ Joint debtor information on next page.

9. ☒ See next page for information on real or personal property to be delivered under a writ of possession or sold under a writ of sale.

10. ☐ This writ is issued on a sister-state judgment.

11. Total judgment \$ **Possession Only**

12. Costs after judgment (per filed order or memo CCP 685.090) \$

13. Subtotal (add 11 and 12) \$

14. Credits \$

15. Subtotal (subtract 14 from 13) \$

16. Interest after judgment (per filed affidavit CCP 685.050) (not on GC 6103.5 fees) ... \$

17. Fee for issuance of writ \$ **25.00**

18. Total (add 15, 16, and 17) \$ **25.00**

19. Levying officer:

(a) Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) of. \$

(b) Pay directly to court costs included in 11 and 17 (GC 6103.5, 68511.3; CCP 699.520(i)) \$

20. ☐ The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

(SEAL)



Issued on (date): **FEB - 5 2010**

Clerk, by **J. LeCAIR** **Stephen A. Baugh**

NOTICE TO PERSON SERVED: SEE NEXT PAGE FOR IMPORTANT INFORMATION.

Exhibit 4

PLAINTIFF: AURORA LOAN SERVICES LLC

EJ-130

CASE NUMBER:

DEFENDANT: MARTIN AURELIO

26-51203

— Items continued from page 1 —

21. ☐ Additional judgment debtor (name and last known address):22. ☐ Notice of sale has been requested by (name and address):23. ☐ Joint debtor was declared bound by the judgment (CCP 989–994)

a. on (date):

b. name and address of joint debtor:

a. on (date):

b. name and address of joint debtor:

c. ☐ additional costs against certain joint debtors (itemize):24. ☒ (Writ of Possession or Writ of Sale) Judgment was entered for the following:a. ☒ Possession of real property: The complaint was filed on (date): JANUARY 13, 2010

(Check (1) or (2)):

(1) ☒ The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46.

The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.

(2) ☐ The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.

(a) \$ 33.33

was the daily rental value on the date the complaint was filed.

(b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):

b. ☐ Possession of personal property.☐ If delivery cannot be had, then for the value (itemize in 9e) specified in the judgment or supplemental order.c. ☐ Sale of personal property.d. ☐ Sale of real property.

e. Description of property:

204 GISELA DRIVE, AMERICAN CANYON, CA 94589

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying Notice of Levy (Form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will make a demand upon you for the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

► A Claim of Right to Possession form accompanies this writ (unless the Summons was served in compliance with CCP 415.46).